



THE MARMON GROUP LLC

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RECORDATION NO. 17837-K FILED

OCT 05 '07

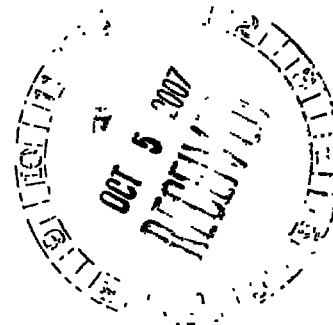
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SURFACE TRANSPORTATION BOARD

September 27, 2007

Surface Transportation Board
Documents for Recordation
1925 K Street, N.W. #700
Washington, DC 20423

Re: Union Tank Car Company
Trust Indenture Supplement No. 4 (L-2N)
(UTC Trust No. 1992-A)



Dear Sir or Madam:

Enclosed are two originals and two certified copies of the document described below which is to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This secondary document is dated as of July 2, 2007 and is described as follows:

Trust Indenture Supplement No. 4 (L-2N) (UTC Trust No. 1992-A) dated as of July 2, 2007 between U.S. Bank National Association., as successor to State Street Bank and Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement (UTC Trust No. 1992-A) (L-2N) dated June 24, 1992 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and Verizon Capital Corp., as Owner Participant, and BNY Midwest Trust Company, as Indenture Trustee.

The primary document to which this is connected is recorded under Recordation No. 17837.

The names and addresses of the parties to the documents are as follows:

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Owner Trustee: U.S. Bank National Association
Corporate Trust
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103
Attn: Melissa Dumont

Owner Participant: Verizon Capital Corp.
245 Park Avenue, 40th Floor
New York, NY 10166
Attn: Sue Morahan

Indenture Trustee: BNY Midwest Trust Company
Two North LaSalle Street
Suite 1020
Chicago, IL 60602
Attn: Mr. Dan Donovan

The Equipment involved in this transaction is more fully described on Schedule A attached to this letter and made a part hereof.

A short summary of the document to appear in the Index follows:

Trust Indenture Supplement No. 4 (L-2N) (UTC Trust No. 1992-A) dated as of July 2, 2007 between U.S. Bank National Association, as successor to State Street Bank and Trust Company of Connecticut, N.A., not in its individual capacity but solely as Owner Trustee under the Trust Agreement (UTC Trust No. 1992-A) (L-2N) dated June 24, 1992 (the Trust Agreement"), between the Owner Trustee in its individual capacity and Verizon Capital Corp, as Owner Participant, and BNY Midwest Trust Company, as Indenture Trustee.

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The purpose of the Trust Indenture Supplement No. 4 is to document the removal of one (1) railroad car ("Equipment") which has suffered an event of loss from the list of Equipment and to add one (1) railroad car which is being substituted therefor.

Please file the enclosed document as a supplement to the filing referred to above and return one original and two certified copies of the document, stamped to show the filing, to me at the address given herein. Also enclosed is payment for the filing fee of \$35.00 per document.

Should you have any questions regarding the enclosed, please call me at (312) 845-5457

Sincerely,

A handwritten signature in black ink, appearing to read "CM Washington".

Christina M. Washington
Legal Administrator

Enclosures

OCT 05 '07

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**LEASE SUPPLEMENT NO. 4 (L-2N)
(UTC Trust No. 1992-A)**

SURFACE TRANSPORTATION BOARD

This Lease Supplement No. 4 (L-2N) (UTC Trust No. 1992-A) dated July 2, 2007, between U.S. BANK NATIONAL ASSOCIATION, as successor to STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A., not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and UNION TANK CAR COMPANY, a Delaware corporation ("Lessee");

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (UTC Trust No. 1992-A) (L-2N) dated June 30, 1992 (the "Lease"). The terms used herein are used with the meanings specified in the Lease;

WHEREAS, Section 11.2 of the Lease gives Lessee the option, if one or more Units covered by the Lease suffer an Event of Loss, to convey to Lessor one or more Replacement Units to be leased to Lessee under the Lease in lieu of the Unit(s) suffering an Event of Loss; and

WHEREAS, Section 11.4 of the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Replacement Unit(s) under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and for the transfer to the Lessee of all of Lessor's right, title and interest in and to the Unit(s) which Lessee wishes to delete from the Lease.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Replacement Unit set forth on Lease Supplement No. 4 (L-2N) Schedule A hereto ("Schedule A") and, as between the Lessor and the Lessee, such Replacement Unit complies in all material respects with the specifications for such Replacement Unit and is in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Replacement Unit listed on Schedule A.

3. Warranty. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Replacement Unit set forth on Schedule A as of the date hereof.

4. Units Suffering Event of Loss. Subject to the execution and delivery of Indenture Supplement No. 4 (L-2N) (UTC Trust No. 1992-A) by Owner Trustee and Indenture Trustee releasing the Unit(s) which suffered an Event of Loss from the Lien of the Indenture, the Lessor hereby releases from the Lease the Unit(s) which Lessee wishes to delete from the Lease and which are set forth on Schedule A hereto as of the date hereof.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Replacement Unit leased hereunder as though such Replacement Unit were the Unit suffering an Event of Loss identified on Schedule A.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by the Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992", or the "Lease, dated as of June 30, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have cause this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

LESSOR:

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee

By: Crystal Deperry
Name: Crystal Deperry
Title: Trust Officer

LESSEE:

UNION TANK CAR COMPANY

By: Mark J. Garrette
Name: Mark J. Garrette
Title: Vice President

STATE OF CONNECTICUT)
) SS
COUNTY OF **Hartford**)

On this 24 day of September, 2007, before me personally appeared **Crystal Deperry**, to me personally known, who being by me duly sworn, says that he is **Trust Officer** of U.S. Bank National Association, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My commission expires: _____

Susan P. McNally
Notary Public

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 2010

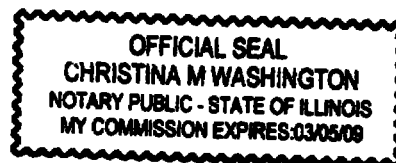
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 27th day of September, 2007, before me personally appeared Mark J. Garrette, to me personally known, who being by me duly sworn, says that he is Vice President of Union Tank Car Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My commission expires: 03/05/2009

Christina M. Washington
Notary Public



LEASE SUPPLEMENT NO. 4 (L-2N) SCHEDULE A

Unit(s) Suffering an Event of Loss

<u>Built Month</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>
7/91	UNPX	127017	C712	HOPPER

Replacement Unit(s)

<u>Built Month</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>
11/95	UTCX	49225	C214	HOPPER

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CERTIFICATE

The undersigned, Christina M. Washington, a Notary Public is and for said County and Sate, hereby states that she has compared the attached copy of the Lease Supplement No. 4 (L-2N) dated as of July 2, 2007, with the original document thereof and hereby certifies that such attached copy is a true and correct copy of the original document in all respects.

INWITNESS WHEREOF, the undersigned has set her hand and seal this 27th day of September, 2007.


Notary Public

